

AGREEMENT

This AGREEMENT is hereby entered into this _____ day of _____, 2009 by and between West Valley City, a municipal corporation of the State of Utah (hereinafter “the City”) and the Utah Coalition for Animals dba No More Homeless Pets, a nonprofit corporation (hereinafter “the Coalition”).

WITNESSETH

WHEREAS, the City has a population of stray cats that cause a nuisance and require citizen and city personnel time to trap, impound, feed, house and ultimately euthanize the stray cats ; and

WHEREAS, the Coalition is a non-profit group that provides the services of trapping and neutering these stray cats which reduces population of stray and feral cats and the need for euthanasia of healthy cats in the City; and

WHEREAS, the Coalition and City would like to provide spay and neuter services to low income pet owners and Pit Bull owners in addition to the trapping, neutering, and releasing of feral cats; and

WHEREAS, the City and the Coalition share common interests regarding reducing the nuisance caused by the stray cats; and

WHEREAS, through a cooperative effort, the City and The Coalition can decrease the euthanasia requirements common in the shelter; and

WHEREAS, the parties have developed a program that will accomplish the goals of each party while combining the efforts of each party to reduce the nuisance cause by and improve services provided to stray cats in the City;

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby evidenced the parties agree as follows:

AGREEMENT

1. **Term.** The term of this agreement shall commence upon execution of this document and shall end in one year. Except that either party may request a renewal of this agreement in writing within 60 days of termination. Both parties must agree to continue the agreement and the agreement may be continued in one year periods subject to the consent of the City Council.

2. **City Responsibilities.**

- a. The City agrees to work with the Coalition by forwarding calls regarding stray cats within the City to the Coalition.

- b. The City agrees to assist the Coalition by directing low income pet owners and the owners of Pit Bulls to the Coalition for assistance with spaying and neutering.
- c. The City agrees to pay the Coalition the sum of twenty-thousand dollars (\$20,000) for the services provided herein.

3. **Coalition Responsibilities**

- a. The Coalition agrees to respond to calls from West Valley City citizens regarding stray cats within the City and dispatch its employees to work with the complainants to resolve nuisances caused by stray cats within the City.
- b. The Coalition agrees to trap and neuter cats within the City and work to resolve nuisances caused by stray cats within the City.
- c. The Coalition agrees to spay and neuter the pets of low income pet owners and the Pit Bulls as the Coalition's resources will allow. The determination of who qualifies for these services rest solely with the Coalition.

4. **Indemnification**

- a. The City agrees to indemnify and hold harmless The Coalition for any claims, loss, damages or liabilities whatever, resulting from the negligence of its employees, agents or assigns.
- b. The Coalition agrees to indemnify and hold harmless the City for any claims, losses, damages or liabilities whatever, resulting from the negligence of its employees, its use of the Animal Shelter, or participation in this agreement.

5. **Insurance.** The Coalition shall obtain and maintain commercial general liability insurance (including product liability insurance). This provision requires a minimum of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. The general aggregate limit shall apply separately to this project/location (or to the activities to be performed pursuant to this Agreement), or the general aggregate limit shall be two (2) times the required occurrence limit. The coverage shall be in the nature of Broad Form Commercial General Liability coverage. Any reference to the City, either in the provisions of this paragraph entitled "Insurance" or in any policies provided pursuant to this Agreement, shall include the City, its employees, officers, officials, agents, volunteers, and assigns.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers with an AM Best rating of no less than an A Carrier, with a rating of VII or higher.

7. **Verification of Coverage.** The Manager shall furnish the City with certificates of insurance

and original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City expressly reserves the right to require complete, certified copies of all required insurance policies at any time. Consequently, the Manager shall be prepared to provide such copies prior to the execution of this Agreement.

8. **Continuity of Coverage.** Each insurance policy required by this Agreement shall be endorsed to state that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, sent to:

Attn: Risk Manager
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119

If any of the required policies are, or at any time become, unsatisfactory to the City as to form or substance, or if a company issuing any such policy is, or at any time becomes, unsatisfactory to the City, the Manager shall promptly obtain a new policy, submit the same to the City for approval, and thereafter submit verification of coverage as required by the City. Upon failure to furnish, deliver, and maintain such insurance as provided herein, the City may declare the Manager to be in default, and may pursue any and all remedies the City may have at law or in equity, including immediately suspending, discontinuing, or terminating this Agreement.

9. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.
10. **Integration.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature any may only be modified by a subsequent writing duly executed and approved by the parties hereto.
11. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

The Coalition:
No More Homeless Pets in Utah
Gregory Castle
324 S. 400 W. Suite C
SLC, UT 84101

West Valley City:
Layne Morris
3600 Constitution Blvd
West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

12. **Law**. Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah.
13. **Court Costs**. In the event of any litigation between the parties arising out or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

EXECUTED as of the ____ day of _____, 2009.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

THE COALITION

By: _____

Its: _____

State of _____)

:ss

County of _____)

On this _____ day of _____, 2009, personally appeared before me _____ *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ *[title]*, of **the Utah Coalition for Animals dba No More Homeless Pets**, a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Notary Public